

Ex. 11

FCC Form

Health Care Providers Universal Service

466

Funding Request and Certification FormApproval by OMB
3060-0804

The Deadline to submit this Form is the June 30th End of the Funding Year.

Estimated time per response: 3 hours

Read instructions thoroughly before completing this form. Failure to comply may cause delayed or denied funding.

Block 1: HCP Information1 HCP Name **Providence Seward Medical Center** 2 HCP Number **10382**3 Form 465 Application # **33553** 4 Consortium Name (If any)**Block 2: Bill Payer Information**5 Billed Entity Name **Providence Seward Medical Center** 6 Billed Entity FCC RN **0013793187**

7 Contact Name

Maryann Freepartner8 Address Line 1 **417 1st Ave.**

9 Address Line 2

10 City **Seward** 11 State **AK** 12 Zip **99664**

13 Contact Phone # 14 Fax #

907-224-2980 907-224-5250

15 E-Mail

maryann.freepartner@providence.org**Block 3: Funding Year Information**

16 Funding Year - Check only one box

☒ Year 2010 (7/1/2010-6/30/2011) Year 2011 (7/1/2011-6/30/2012) Year 2012 (7/1/2012-6/30/2013)**Block 4: Service Information**17 Type of Service **T1 or DS1**Circuit Bandwidth **1544**18 Total Billed Miles **0**19 Maximum Allowable Distance (From Form 465) **85**20 Percentage of HCP's service used for the provision of health care. **100%** (If less than 100%, please explain.)
If the HCP indicated it is a part-time eligible entity (on Form 465), describe method of allocating prorated support.

Connection Information	Carrier A	Carrier B	Carrier C	Carrier D
21 Service Provider Name	Alascom, Inc. - DBA AT&T Alascom			
22 Service Provider Identification Number (SPIN)	143005617			
23 Service Provider Contact Person Name	Janet Schmid			
24 Service Provider Contact Person's Phone #	312-364-7354			
25 Service Provider Contact Person Email	js1474@att.com			
26 Circuit Start Location	Seward AK			
27 Circuit Termination Location	Anchorage AK			
28 Billing Account Number	8002-765-6315			
29 Tariff, Contract, or	119829			

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other document reference
number

30 Date Contract Signed 8/28/2009
or Date HCP Selected
Carrier

31 Contract Expiration 8/28/2012
Date
(mm/dd/yyyy or "Month to
Month")

32 Service Installation 11/3/2009
Date

33 Actual Rural Rate per 11139.2
Month

34 If you are a consortia member OR have multiple carriers, please attach a Circuit Diagram to show how the sites interconnect and which carrier(s) provide each circuit segment.

Circuit Diagram Attached? Yes

35 Are you a mobile rural health care provider? No

If yes, see instructions and attach a list of all sites to be served.

Block 5: Mileage-based Charge Discount Request

Complete this block if you are seeking support for mileage (distance-based) charges only. Do not enter any other charges in this block. You may need to ask your service provider representative to provide this information.

	Carrier A	Carrier B	Carrier C	Carrier D
36 Billed Circuit Miles				
37 Monthly Mileage \$	\$	\$	\$	\$
Charges (exclude Channel Termination chgs, etc.)				
38 Cost per Mile per Month				

If Line 33 equals Line 37, please ensure that ONLY mileage-related charges are included in Line 37.

Block 6: Comprehensive Rate Comparison Request

Complete Block 6 if you have not completed Block 5 and are requesting support for all elements of your telecommunications service necessary for the provision of health care. The information in this block will establish the difference between the urban and rural rates for your requested service. Please call RHCD at 1-800-229-5476 if you need assistance.

	Carrier A	Carrier B	Carrier C	Carrier D
39 One-time Urban Rate \$	\$	\$	\$	\$
Charge (in selected large city)				
40 One-time Rural Rate \$	\$	\$	\$	\$
Charge (in city where HCP is located)				
41 Monthly Urban Rate \$ 198.3	\$	\$	\$	\$
(in selected large city) From RHCD web site.				

If your circuit includes charges for mileage over the Maximum Allowable Dist., (Line 19), please complete Lines 42 to 44. Otherwise, skip to Block 7 (next page).

42 Billed Circuit Miles

	Carrier A	Carrier B	Carrier C	Carrier D
43 Monthly Mileage \$	\$	\$	\$	\$
Based Charges				

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44 Cost per Mile per \$ \$ \$ \$
Month

Block 7: Bid Documentation

45 Did you receive any bids in response to the Form 465 Request for Services posted on the RHCD web site?
If you check yes, copies of the bids MUST be mailed to RHCD.

No

Block 8: Certification

46 YES: I certify that the above named entity has considered all bids received and selected the most cost effective method of providing the requested service or services. The "most cost-effective service" is defined in the Universal Service Order as the service available at the lowest cost after consideration of the features, quality of transmission, reliability, and other factors that the health care provider deems necessary for the service to adequately transmit the health care services required by the health care provider.

47 YES: Pursuant to 47 C.F.R. Secs. 54.601 and 54.603, I certify that the HCP or consortium that I am representing satisfies all of the requirements herein and will abide by all of the relevant requirements, including all applicable FCC rules, with respect to universal service benefits provided under 47 U.S.C. Sec. 254. I understand that any letter from RHCD that erroneously states that funds will be made available for the benefit of the applicant may be subject to rescission.

48 YES: I hereby certify that the billed entity will maintain complete billing records for the service for five years.

49 YES: I certify that I am authorized to submit this request on behalf of the above-named Billed Entity and HCP, and that I have examined this form and attachments and that to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

50 Signature

ECERT-4/8/2011

51 Date

52 Printed name

Maryann Freepartner

53 Title or position

Finance Manager

54 Employer of authorized person

Providence Health & Services

55 Employer's FCC RN

0013793187

Please remember:

- ◆ You must submit one Form 466 for each service (i.e., circuit) for which you request reduced rates. For example:
 - If you are requesting reduced rates for two T1 lines, you must submit two Forms 466.
 - If you are requesting reduced rates for two ISDN lines & one Frame Relay line, you must submit three Forms 466.

◆ If the service described on this form is subject to the 28-day competitive bidding requirement, do not select a carrier or complete the Form 466 before or during the 28-day posting period.

◆ You must provide evidence of the urban rate if you have completed Block 6 and have not used the urban rates from the website.

◆ This form, attachments, and supporting documents should be combined in one envelope and sent to the RHCD.

◆ If the service described on this form changes (e.g., rate change) during the funding year, you must notify RHCD immediately and submit a revised Form 466.

◆ If you have any questions, call RHCD at 1-800-229-5476.

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

EXHIBIT 11

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Part 3 of the Commission's Rules authorize the FCC to request the information on this form. The data reported will be used to ensure that health care providers have selected the most cost-effective method of providing the requested services as set forth in 47 C.F.R. § 54.603(b)(4). The information will be used by the Universal Service Administrative Company and/or the staff of the Federal Communications Commission, to evaluate this form, to provide

information for enforcement and rulemaking proceedings and to maintain a current inventory of applicants, health care providers, billed entities, and service providers. No authorization can be granted unless all information requested is provided. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERF, Paperwork Reduction Act Project (3060-0804), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to pra@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0804.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

This form should be submitted to: Rural Health Care Division, 30 Lanidex Plaza West, P.O. Box 685, Parsippany, NJ 07054-0685

FCC Form 466
April 2008

[Click here to return to the HCP Information Page](#)

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50 Signature

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ECERT-4/8/2011

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Maryann Freepartner

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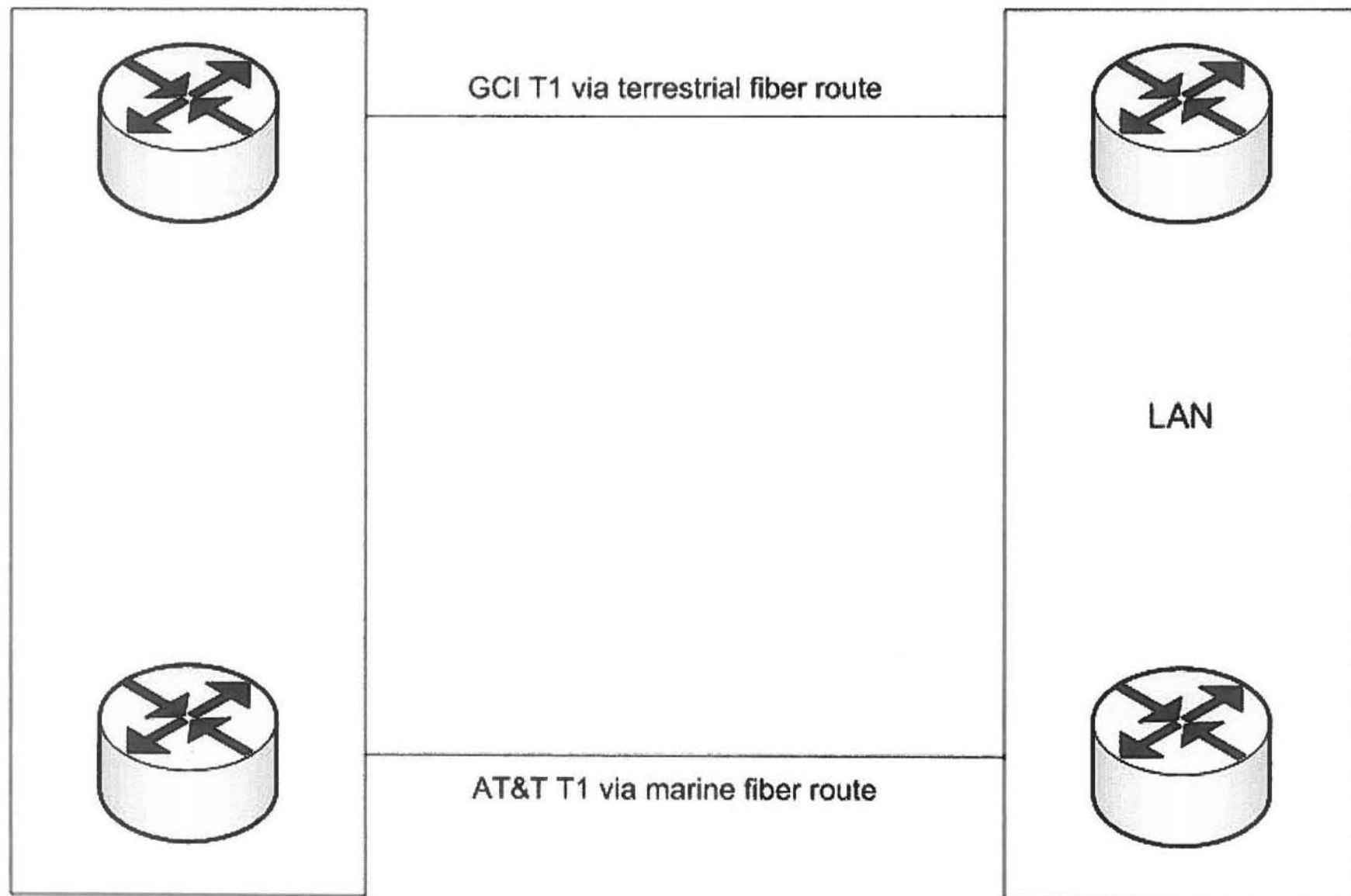
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This form should be submitted to: Rural Health Care Division, 30 Lanidex Plaza West, P.O. Box 685, Parsippany, NJ 07054-0685

FCC Form 466
April 2008

[Click here to return to the HCP Information Page](#)

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The AT&T T1s were chosen to give an alternate path for data networking. The Seward Hospital suffered several outages with the GCI T1s during the course of the year due to avalanches in the pass as well as carrier equipment failures. With electronic medical records, imaging, and telemetry primarily traversing the T1s, this becomes an issue of patient care and safety and the diverse AT&T T1s will help ensure these critical circuits remain available for use as well as easing bandwidth restraints on the current path.

**ALASCOM DATA SERVICES CIRCUIT TERM PLAN
Pricing Schedule**

Customer	AT&T	AT&T Sales Contact X Primary Contact
Providence Health & Services d/b/a Providence Seward Medical and Care Center Billing Address: 11308 SW 68 th Parkway Tigard, OR 97223 Attn: Kristin Ala 503-216-8154 Street Address: 417 1 st Avenue City: Seward State/Province: Alaska Zip Code: 99664 Country: USA	AT&T Corp. or enter the International Affiliate Name or enter International Affiliate Address	Name: Amy Merchant Street Address: 505 East Bluff Drive City: Anchorage State/Province: Alaska Zip Code: 99501 Country: USA Telephone: 907-284-7142 Fax: 907-777-2649 Email: am0211@att.com Sales/Branch Manager: Electa Kean SCVP Name: Shawn Uschmann Sales Strata: Sales Region:
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>
Name: Don Adams Title: Director Networking Telecom Street Address: 11308 SW 68 th Parkway City: Tigard State/Province: OR Zip Code: 97223 Country: USA Telephone: 503-216-8357 Fax: Email: Donald.Adams@providence.org Copy To: Providence Health & Services Attn: General Counsel 1801 Lind Avenue, SW, Ste 9016 Renton, WA 98057	Street Address: 505 East Bluff Drive City: Anchorage State/Province: Alaska Zip Code: 99501 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email: Agent Code:

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: John Jay Kenagy, PhD	Name: Shawn Uschmann
Title: VP - CIO	Title: Director of Sales
Date: 8-28-09	Date: 8/28/09

ATTUID:dd9149

AT&T and Customer Confidential Information
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eCRM Opp ID 1-A67544

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If this Order is not executed by the parties by September 22, 2009, Alascom reserves the right to withdraw this Order.

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Amended Effective Date: _____

Pricing Schedule for Alascom Data Services Circuit Term Plan

1. SERVICES

- Alascom Private Line Services
- Alascom Local Channel Services

2. PRICING SCHEDULE TERM

Pricing Schedule Term	Term Start Date
Longer of: (1) 36 months; or (2) until end of Minimum Payment Period for last circuit installed	Effective Date of this Pricing Schedule

3. MARC

MARC under this Pricing Schedule	None
----------------------------------	------

4. MINIMUM PAYMENT PERIOD

Minimum Payment Period	Service Components
36 months	All Service Components, unless specifically stated in Section 7

5. DISCOUNTS

Not Applicable

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.3 Waivers

Charges Waived	Month of MARC or Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Installation Charges for the service components specified in Section 7, excluding Local Channels	N/A	12 months

6.4 Other Requirements

In the event that the Universal Service Administrative Corp. (USAC) terminates funding, through no fault of the Customer the Customer shall provide AT&T with prompt written notice of any termination of USAC funding. The Customer will be permitted to discontinue the Attachment concurrent with the effective date of the USAC termination of funding.

Providence Seward Medical and Care Center WK-88764V1

For Alascom Administrative Use Only - cmlm3428

If this Order is not executed by the parties by September 22, 2009, Alascom reserves the right to withdraw this Order.

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Amended Effective Date: _____

Pricing Schedule for Alascom Data Services Circuit Term Plan

7. **RATES** - The Monthly Charges and Installation Charges listed below are per Service Component. Charges stated below per Local Channel, except OC-12 or higher, are valid for any NPA-NXX where such Local Channels are provisioned from the same Serving Wire Center (SWC CLLI).

US Domestic T1.5 IOC in Alaska and Local Channel

- Health Care Provider (HCP) # 10382
- The Customer may purchase multiples of the circuit specified below, using the terms and conditions of this Pricing Schedule.

Service	Monthly Charge
T1.5 Mbps IOC From Seward, Alaska To: Anchorage, Alaska Average mileage of at least: 475 miles	\$8,369.00
Associated T1.5 Mbps Access Connections	\$0.00
Location A - Terrestrial 1.544 Mbps Local Channel - Seward, Alaska to Seward, Alaska Only Local Channels furnished between the Customer's Premises and the AT&T Central Office	\$318.10
Location Z - Terrestrial 1.544 Mbps Local Channel - Anchorage, Alaska to Anchorage, Alaska Only Local Channels furnished between the Customer's Premises and the AT&T Central Office	\$318.10
Associated Terrestrial 1.544 Mbps Access Coordination Functions	\$0.00
Total Monthly Recurring Charges	\$9,005.20

ATTUID:dd9149

AT&T and Customer Confidential Information
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sCRM Opp ID 1-A67544

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AT&T MA Reference No.

1198290A



20090305-0363

MASTER AGREEMENT

Customer	AT&T
Providence Health & Services Attn: Kristen Ala Address: 11306 SW 68th Parkway Tigard, OR 97223 Telephone: 503-216-8164 Email: Kristen.Ala@providence.org	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Chief Information Officer Address: 1801 Lind Ave. SW, Suite 9016 Renton, WA 98057 With a copy to: Name: General Counsel Address: 1801 Lind Ave. SW, Suite 9016 Renton, WA 98057	Address: 200 Center Street Promenade Anaheim, CA 92605 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T ("Effective Date"), and continues in effect from the Effective Date for an initial term of three (3) calendar years from the Effective Date.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

PROVIDENCE HEALTH & SERVICES (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Michael L. Butler	Name: LISA KEMNITZ
Title: SVP/CFO	Title: Contract Manager

02/27/2009

03/11/2009

0812 LP2578 1-630AL3 001.3
ua_ver_1.doc

NRL 02/27/08LP
UA VER 1 07/14/08
02/27/09 ATTUC:sw9714

AT&T and Customer Confidential Information
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eCRM ID _____

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1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

(a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.

(d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required by AT&T to provide the Services under this Agreement, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required by AT&T to provide the Services under this Agreement. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, walkways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule. Routine access shall be arranged through Customer's security department.

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with 24 hours prior written notice; emergency access can also be arranged through Customer's security department with one hour prior notice. AT&T personnel will need to obtain an ID Badge when on the property.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 Internet Services. If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 Resale of Services. Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes), setoff (except as provided in Section 4.5 - Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T

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determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 Adjustments to MARC.

(a) in the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 Obligations. Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process).

5.3 Exceptions. The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 Privacy Laws. Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

5.5 HIPAA. Customer is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the corresponding HIPAA regulations related to the confidentiality and security of Protected Health Information (as defined in 45 CFR 160.103) ("PHI"), including the requirement to obtain a business associate agreement with vendors whose services involve the disclosure or use of PHI. The Parties herein agree that AT&T's current business practices and the goods and services provided by AT&T to Customer under this Agreement do not make AT&T a "business associate", as defined in 45 CFR 160.103. However, if during the term of this Agreement, AT&T becomes a "business associate" of Customer, as defined in 45 CFR 160.103, then the Parties agree that this Agreement will serve as a business associate agreement covering such functions or activities, under which AT&T will:

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- i. treat PHI as Customer's information under this Agreement;
- ii. not use or disclose PHI other than as permitted by this Agreement or by law;
- iii. employ industry-accepted safeguards to prevent the use or disclosure of PHI, other than as permitted by this agreement;
- iv. report to Customer within five (5) business days any use or disclosure of PHI not permitted by this Agreement of which AT&T becomes aware;
- v. ensure that any agents or subcontractors to whom AT&T provides PHI agree to the same restrictions and conditions that apply to AT&T with respect to such PHI;
- vi. make available to Customer within five (5) business days from a request any PHI that is not otherwise accessible to Customer but that it is readily accessible to AT&T, as necessary for Customer to comply with its obligations under 45 CFR 164.524, 164.526, and 164.528;
- vii. make available to the Secretary of Health & Human Services AT&T's practices, books and records relating to the use and disclosure of the PHI, to the extent required for determining Customer's compliance with its HIPAA security and privacy obligations; and,
- viii. return to Customer or destroy the PHI once this Agreement is terminated.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 Limitation of Liability.

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.

(b) SECTION 6.2(a) WILL NOT APPLY TO:

- (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
- (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
- (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
- (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS,

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SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated immediately upon written notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension of Services. The following additional termination provisions apply:

(a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance written notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 - Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.

(c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from

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Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).

(d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

(e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Withdrawal of Services. Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 Effect of Termination.

(a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for line and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 Termination Charges.

(a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).

(b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.

(c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

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9. IMPORT/EXPORT CONTROL

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquakes, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 Assignment and Subcontracting.

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.8 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 Injunctive Relief. Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 Legal Action. Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 Notices. All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 Governing Law. This Agreement will be governed by the law of the State of CALIFORNIA, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.11 Compliance with Laws. Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

0812 LP2576 1-SJ0AL3 001.3
ua_ver_1.doc

AT&T and Customer Confidential Information
Page 8 of 9

eCRM ID _____

NRL 02/27/09LP
UA VER 1 07/14/08
02/27/09 ATTUID:bw9714

10.12 Access to Books and Records. During the term of this Agreement and for a period of four years after the termination hereof, AT&T shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If AT&T carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

10.13 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.15 Agreement Language. The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below:

"Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.

"Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Effective Date" means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

"Minimum Retention Period" means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.



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Interstate Dedicated Private Line Service

ALASCOM, INC. D/B/A AT&T ALASCOM
210 EAST BLUFF DRIVE
ANCHORAGE, ALASKA 99501-1100

MONTHLY INVOICE

**PROVIDENCE SEWARD HOSPITAL
PO BOX 365
SEWARD AK 99664**

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946444454 ORIGINAL

Invoice Date: 03-01-11
For billing inquiries: 1-800-764-8592
To place an order: 1-907-264-7142
For repair service: 1-800-252-7521

Regulatory Commission of Alaska - 1-800-390-2782

New Charges	Monthly Charges 03-01 through 03-31:	\$ 18,010.40	
	Prorated Charges/Credits:	\$ 0.00	
	One-Time Charges/Credits:	\$ 3,985.68	
	Total Charges:		\$ 21,996.08
	Federal Excise Tax:	\$ 0.00	
	State/Local Taxes and Surcharges:	\$ 282.32	
	Total Taxes and Surcharges on Charges:		\$ 282.32
Total Charges, Taxes, and Surcharges:			\$ 22,278.40

Balance Brought Forward	Balance as of Last Monthly Invoice:	\$305,220.29	
	Payments Received:	\$ 396.60 CR	
	Other Charges and Adjustments:	\$ 0.00	
Balance Brought Forward:			\$304,823.69

Remittance Amount	Total Payable Upon Receipt:	\$327,102.09
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To ensure proper credit, please detach this portion and return with remittance.

Remittance Document
Interstate Dedicated Private Line Service

PROVIDENCE SEWARD HOSPITAL
PO BOX 365
SEWARD AK 99664

Address Correction: Please remit payments to:

|||||
ALASCOM, INC. d/b/a AT&T ALASKA
P.O. BOX 5019
CAROL STREAM, IL 60197-5019



at&t Alascom

Account Number: 8002-765-6315
Invoice Number: 8946444454
Inquiry Center: USK00211
Telephone Number: 1-800-764-8592

Invoice Date: 03-01-11

Amount Due: **\$327,102.09**

Amount Enclosed:

80027656315894644445400058600003271020900022278405

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Interstate Dedicated Private Line Service

Customer Messages

Page Number: 2

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
 Account Number: 8002-765-6315
 Invoice Number: 8948444454 ORIGINAL
 Invoice Date: 03-01-11

JUST FOR YOUR BUSINESS

AT&T will charge a \$25 fee for any check returned for insufficient funds, applied to your next invoice. AT&T values your business and thanks you for your cooperation in this matter.

From time to time, AT&T may change the names of services, Service Capabilities, or Service Components, or other terminology. The old terminology may remain in use for some time after such changes (such as in contract documents and billing records). For example, your customer bill and other customer documents may refer to Private Line Service (PLS) as Accunet, and may refer to DS0 service as Accunet Spectrum of Digital Services (ASDS) or Single Channel Service. Should you have any questions about the service name appearing on your bill, please refer to the 'Table of Changed Terminology' located in the AT&T Service Guides and applicable state tariffs.

REGULATORY NEWS

Your telecommunications services are provided by one or more of the following AT&T Corp. subsidiaries based on the type of service provided, and the location at which it is provided: AT&T Communications of (State), and or TCG (State). To view service publications go to att.com/servicepublications and click on the Service Guide and or Tariff.

Bill Period is the monthly period that the customer's bill processing started and ended. The Usage is usually billed within the current Bill Period and Monthly Recurring Charges (MRCs) are billed one month in advance.

For example:

Invoice date April 1, Usage/Bill Period March 1 through March 31, MRCs April 1 through April 30
 Invoice date April 11, Usage/Bill Period March 11 through April 10, MRCs April 11 through May 10
 Invoice date April 19, Usage/Bill Period March 19 through April 18, MRCs April 19 through May 18.

Attention Valued AT&T Customers

If your invoice includes any back-billed charges, you have the right to pay these charges in full with your regular bill, or to call AT&T to make reasonable payment arrangements. You may choose to pay the back-billed amount in monthly installments equal to the number of back-billed months. Please take note that you must pay the full amount of your phone bill each month, including installments to repay back billed - charges, in order to avoid possible disconnection and other charges and penalties. If you are interested in using this payment method for any back-billed amount, please call AT&T on the toll-free number located on your bill.

If your business makes outbound telephone solicitations, you must comply with federal do-no-call laws and regulations (47 C.F.R.64.1200, and 16 C.F.R.310) and any applicable state laws.

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Interstate Dedicated Private Line Service

Customer Messages

Page Number: 3

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-8315
Invoice Number: 894644454 ORIGINAL
Invoice Date: 03-01-11

REGULATORY NEWS

(continued)

Federal regulation requires AT&T to inform our valued customers that basic local services will not be disconnected for the non-payment of your non-regulated service charges. To avoid collection activity, please remember to pay all charges by the due date.

In addition, you may experience disconnection of your basic local service if payment is not received for the Long Distance portion of your bill except in the states: Alabama, Arizona, Colorado, Hawaii, Idaho, Indiana, Iowa, Maryland, Michigan, Minnesota, Missouri, New Mexico, New York, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, Utah, Vermont, Virginia, Washington and the District of Columbia.

AT&T Calling Card is a US-based telecommunications service provided by AT&T Corp. Worldwide access is provided on a bilateral basis in cooperation with AT&T's correspondent carriers in non-US jurisdictions, and in accordance with the Regulations of the International Telecommunications Union, as applicable.

DO NOT CALL

If your business makes outbound telephone solicitations, you must comply with federal do-not-call laws and regulations (47 C.F.R. 64.1200 and 16 C.F.R. 310) and any applicable state laws.

******Important News About Your Account******

You are requested to provide in writing to AT&T, within six months of the date of this bill, any dispute with respect to the charges on this bill, unless a different notification period applies under your contract, State Tariff and/or Service Guide.

You can reach AT&T either by using the toll free number on your bill, or in writing at the address listed at the top of the first page of your invoice.

http://serviceguide.att.com/servicelibrary/business/ext/state_tariff_buss.cfm

If you receive service pursuant to a signed contract or other term agreement with AT&T and it is currently in effect, its terms will govern the provision of your AT&T service.

AT&T's standard contract for detariffed services not covered by a signed contract or term agreement, including expired contracts or term plans that are not renewed, can be found at: att.com/agreement. Important limits of liability apply, including: AT&T is not liable for indirect or consequential damages (such as your lost profits or other economic loss), and direct damages during any 12 months cannot exceed one month of your payments for affected service(s).

Additional terms, conditions, charges and price change information for all detariffed business services can be viewed at <http://www.att.com/serviceguide/business>. If you do not have access to the Internet, please contact your AT&T Sales Representative or Customer Care Center for information.

End of Messages

Thank you for choosing AT&T, we appreciate your business

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Interstate Dedicated Private Line Service

Payments, Other Charges and Adjustments

Page Number: 4

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946444454 ORIGINAL
Invoice Date: 03-01-11

Payment Date	Payment Description	Payment Method	Amount
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Payments

01-31-11	PAYMENT RECEIVED	0000765092	\$396.60 _{C_R}
Total Payments Applied:			\$396.60 _{C_R}



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Interstate Dedicated Private Line Service

SUMMARY OF INVOICE CHARGES

Page Number: 5

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
 Account Number: 8002-765-6315
 Invoice Number: 8946444454 ORIGINAL
 Invoice Date: 03-01-11
 For billing inquiries: 1-800-764-8592

Description	Monthly Charges	Prorated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges	Total
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Circuit Charges**REGULATORY/OTHER CHARGES**

ADMINISTRATIVE EXPENSE FEE-DCS #	\$0.00	\$0.00	\$158.48	\$5.90	\$164.38
FEDERAL REGULATORY FEE-DCS #	\$0.00	\$0.00	\$385.44	\$14.42	\$399.86
PROPERTY TAX ALLOTMENT-DCS #	\$0.00	\$0.00	\$489.88	\$18.36	\$508.24
UNIVERSAL CONNECTIVITY-DCS #	\$0.00	\$0.00	\$2,951.88	\$84.60	\$3,036.48

ACCUNET® T1.5 MBPS SERVICE

DHEC 744587 ALS Promotional Savings: Net Charge:	\$9,085.20 \$80.00 _{CR} \$9,005.20	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$79.52	\$9,084.72
DHEC 745718 ALS Promotional Savings: Net Charge:	\$9,085.20 \$80.00 _{CR} \$9,005.20	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$79.52	\$9,084.72
Total Circuit Charges:	\$18,010.40	\$0.00	\$3,985.68	\$282.32	\$22,278.40
Total This Account:	\$21,996.08			\$282.32	\$22,278.40

Description	Total Promotional Savings	Total Discount Plan Savings	Total Interruptions	Total Service Assurance Warranty
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Account Totals Reflect the Following

ACCUNET® T1.5 MBPS SERVICE	\$160.00 _{CR}	\$0.00	\$0.00	\$0.00
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Interstate Dedicated Private Line Service

ACTIVITY SUMMARY

Page Number: 6

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-785-6315
Invoice Number: 8946444454 ORIGINAL
Invoice Date: 03-01-11

Description	Monthly Charges	Prorated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges
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Circuit Charges

Monthly, Prorated, and One-Time Charges/Credits for 03-01-11 thru 03-31-11

ADMINISTRATIVE EXPENSE FEE-DCS			\$158.48	\$5.90
FEDERAL REGULATORY FEE-DCS			\$385.44	\$14.42
PROPERTY TAX ALLOTMENT-DCS			\$489.88	\$18.36
UNIVERSAL CONNECTIVITY-DCS			\$2,951.88	\$84.80
Total Circuit Charges:	\$0.00	\$0.00	\$3,985.68	\$123.28
Total This Account:	\$0.00	\$0.00	\$3,985.68	\$123.28
Total Activity Charges, Taxes and Surcharges:	\$4,108.96			

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Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number: 7

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946444454 ORIGINAL
Invoice Date: 03-01-11

Item No.	Description of Change	Monthly Charges	Prorated Charges	One-Time Charges
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REGULATORY/OTHER CHARGES
ADMINISTRATIVE EXPENSE FEE

Circuit Number: ADMINISTRATIVE EXPENSE FEE-DCS

1	ADMINISTRATIVE EXPENSE FEE-DCS Adjustment			\$158.48
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Total This Activity:

\$0.00

\$158.48

Total This Circuit:

\$0.00

\$158.48

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Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number: 8

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM S53327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946444454 ORIGINAL
Invoice Date: 03-01-11

Item No.	Description of Change	Monthly Charges	Prorated Charges	One-Time Charges
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REGULATORY/OTHER CHARGES
FEDERAL REGULATORY FEE

Circuit Number: FEDERAL REGULATORY FEE-DCS

2	FEDERAL REGULATORY FEE-DCS Adjustment			\$385.44
Total This Activity:			\$0.00	\$385.44
Total This Circuit:			\$0.00	\$385.44

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Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number: 9

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946444454 ORIGINAL
Invoice Date: 03-01-11

Item No.	Description of Change	Monthly Charges	Prorated Charges	One-Time Charges
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**REGULATORY/OTHER CHARGES
PROPERTY TAX ALLOTMENT**

Circuit Number: PROPERTY TAX ALLOTMENT-DCS

3	PROPERTY TAX ALLOTMENT-DCS Adjustment			\$489.88
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Total This Activity:

\$0.00

\$489.88

Total This Circuit:

\$0.00

\$489.88

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Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number: 10

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946444454 ORIGINAL
Invoice Date: 03-01-11

Item No.	Description of Change	Monthly Charges	Prorated Charges	One-Time Charges
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**REGULATORY/OTHER CHARGES
UNIVERSAL CONNECTIVITY**Circuit Number: **UNIVERSAL CONNECTIVITY-DCS**

4	UNIVERSAL CONNECTIVITY CHARGE-DCS Adjustment			\$2,951.88
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Total This Activity:	\$0.00	\$2,951.88
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Total This Circuit:	\$0.00	\$2,951.88
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Total All Circuits:	\$0.00	\$3,985.68
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Total This Account:	\$0.00	\$3,985.68
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Interstate Dedicated Private Line Service

TAX REPORT

Page Number: 11

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946444454 ORIGINAL
Invoice Date: 03-01-11

Description	Federal Excise Taxes	State Taxes	County Taxes	Local Taxes	Other Taxes and Surcharges
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Circuit Level Taxes

DHEC 744587 ALS ALASKA			\$34.08	\$45.44	
DHEC 745718 ALS ALASKA			\$34.08	\$45.44	
ADMINISTRATIVE EXPENSE FEE-DCS ALASKA			\$2.52	\$3.38	
FEDERAL REGULATORY FEE-DCS ALASKA			\$6.18	\$8.24	
PROPERTY TAX ALLOTMENT-DCS ALASKA			\$7.86	\$10.50	
UNIVERSAL CONNECTIVITY-DCS ALASKA			\$36.24	\$48.36	
Subtotal:	\$0.00	\$0.00	\$120.96	\$161.36	\$0.00
Total This Account:	\$0.00	\$282.32			

EXHIBIT 11
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Interstate Dedicated Private Line Service

BILLING DETAILS REPORT

Page Number: 12 Last

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
 Account Number: 8002-785-6315
 Invoice Number: 8948444454 ORIGINAL
 Invoice Date: 03-01-11

Billing Details - Information Only

PROMOTIONAL DISCOUNT SAVINGS REPORT
 FOR MONTH BEGINNING MARCH 01, 2011

CUSTOMER BILLING NUMBER
 MM SS3327 01 001

CIRCUIT IDENTIFIER	PROMO NUMBER	CKL/TRM OR IOC SECTION NUMBER	USQC	MONTHLY CHARGE	MONTHLY CHARGE DISCOUNT AMOUNT	MONTHLY CHARGE DISCOUNT PERCENT	SERVICE CHARGE	SERVICE CHARGE DISCOUNT AMOUNT	SERVICE CHARGE DISCOUNT PERCENT
DHEC744587 ALS	2000AK01	0002/ A	O41AC	\$20.00	\$20.00	100.00%			
DHEC744587 ALS	2000AK01	0001/ A	O41AC	\$20.00	\$20.00	100.00%			
DHEC744587 ALS	2000AK01	0002/ A	AHQAD	\$20.00	\$20.00	100.00%			
DHEC744587 ALS	2000AK01	0001/ A	AHQAD	\$20.00	\$20.00	100.00%			
SAVINGS THIS CIRCUIT								\$80.00	
DHEC745718 ALS	2000AK01	0002/ A	O41AC	\$20.00	\$20.00	100.00%			
DHEC745718 ALS	2000AK01	0001/ A	O41AC	\$20.00	\$20.00	100.00%			
DHEC745718 ALS	2000AK01	0002/ A	AHQAD	\$20.00	\$20.00	100.00%			
DHEC745718 ALS	2000AK01	0001/ A	AHQAD	\$20.00	\$20.00	100.00%			
SAVINGS THIS CIRCUIT								\$80.00	
TOTAL SAVINGS								\$160.00	

EXHIBIT 11
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Ex. 12



30 Landex Plaza West
P.O. Box 685
Parsippany, NJ 07054-0685

Rural Health Care Division
www.rhc.universalservice.org
Phone: 1-800-229-5476

September 08, 2011

Maryann Freepartner
Providence Seward Medical Center
P.O. Box 365,
Seward, AK 99664

Re: Funding Commitment for Funding Year 2010, Packet ID# 102861

Dear Maryann Freepartner:

The Rural Health Care division (RHC) of the Universal Service Administrative Company (USAC) has completed a review of your FCC Form 466 or 466-A requesting for support for telecommunications or Internet services.

Based on the information provided on your application(s), the RHC has determined that the rural HCP may receive the one time (non-recurring) and monthly recurring support amounts shown below for Funding Year 2010 (7/1/10 to 6/30/11). The estimated total support amount the RHC has reserved for your request is listed below.

Service: T1 or DS1 - 1544 Kbps
Billing Account Number: 8002-765-6315

Type of Service Agreement	Eligible Support Start Date	Support End Date	Estimated Months of Support	Non-Recurring Support Amount	Monthly Recurring Support Amount	Estimated Total Support Amount	Funding Request Number
Contract	07/01/2010	06/30/2011	12	\$0.00	\$2,332.42	\$27,989.04	55323

We have sent this letter to both the rural Health Care Provider (HCP) mailing address above and the rural HCP physical location below (if these addresses are different).

HCP Number: 10382
HCP Contact Name: Maryann Freepartner
HCP Name: Providence Seward Medical Center
HCP Address: 417 1st Ave.
Seward, AK 99664

In addition, a copy of this letter has been sent to your service provider listed below.

Service Provider Name: Alascom, Inc. - DBA AT&T Alascom
Service Provider Identification Number (SPIN): 143005617

EXHIBIT 12
Page 1 of 6

Next Steps

It is important to save this letter. The next step in this process is to complete and submit an FCC Form 467. An electronic certification option is available through the RHC website, allowing you to submit the Form 467 online. See the "E-certification" section of the website for details. This will confirm your receipt of the services for which support has been approved, and the date on which the service provider began providing those services (if this funding commitment letter is for zero support, you need not complete a Form 467). You will need the Funding Request Number (FRN) in the table above to complete Form 467. Your completed Form 467 allows RHC to begin processing invoices from the service provider for your support. You should contact each service provider yourself to make any necessary arrangements regarding billing of supported services and any other administrative details relevant to your participation in this universal service program.

When filling out Form 467, take special care when completing Block 5, Item 12, which requires the Billing Account Number (BAN) of the organization eligible to receive the "universal service support credit." The BAN is an account code used by service providers to track charges and credits for customers and is listed on the bill for the supported service. The RHC recommends that HCPs verify the BAN with their service provider.

The Billing Account Number in Item 12 must belong to the entity that is actually billed for the supported service. If the service used by the rural HCP is billed to another organization, such as the "parent" entity in a telemedicine consortium or network, verify the BAN with that organization. FCC rules specifically state that the benefits of this program are only available to eligible rural HCPs. Therefore, although the service may be billed to another organization, the benefits of the support must clearly flow to the eligible rural HCP.

The Form 467 should be signed by the HCP employee responsible for procuring or maintaining the requested services for the HCP. The signer of Form 467 is certifying that the eligible HCP has or will receive the benefit of the universal service support.

The BAN, certifications, and all other information provided on FCC Forms 465, 466, 466A, and 467 may be subject to audit by the RHC and the FCC. The RHC must be immediately notified if the supported services are not being conveyed to the eligible HCP, or the eligible HCP is not otherwise receiving the benefit of this federal universal service support. HCPs that are approved for support are reminded that it, and any entity that filed an application on its behalf, continue to be subject to audits and other reviews that the RHC and/or the FCC may undertake to ensure that the universal service support is being used in compliance with FCC program rules. If the RHC discovers that supported services are not being used in compliance with program rules, applicants will be subject to enforcement activities and other means of recourse by the RHC and other appropriate federal, state, and local authorities.

To help you understand the information provided in this letter, the following definitions are provided:

- **Service:** The type of service ordered from the service provider as shown on Form 466 or 466-A.
- **Type of Service Agreement:** This reflects RHC's determination of whether the applicant is eligible for support based on a contract or a month-to-month service. For contract service, RHC must have reviewed the relevant document(s) and determined that they meet RHC contract criteria (written document signed by both parties with a valid contract award date and sufficient terms of service). Agreements that do not meet the standards for treatment as contracts are treated as month-to-month service, or if an HCP is eligible for month to month service support prior to the contract award date, it is treated as month-to-month service. In some circumstances, service under a pre-existing contract may be supportable before the 29th day that Form 465 was posted on the RHC website, but month-to-month service is never eligible for such pre-posting support. Questions about contract/month-to-month determination may be directed to the RHC Customer Service Support Center at 1-800-229-5476.
- **Eligible Support Start Date:** The first possible date on which the RHC will provide support for the requested service. Note: If the actual start date on Form 467 is different from the date on Form 466 or Form 466-A, the eligible start date will either be the date shown on Form 467 or the 29th day after Form 465 was posted on the RHC website, depending on which is later and the type of service agreement.

- **Support End Date:** The end date of Funding Year 2010 is June 30, 2011. This is also the last day support may be given to eligible rural HCPs for Funding Year 2010 of the program.
- **Estimated Months of Support:** The number of full and partial months, calculated from the Eligible Support Start Date to the Support End Date based upon information provided on Forms 466 or 466-A and supporting documentation.
- **Non-Recurring Support Amount:** The eligible one-time charges associated with the services ordered from the service provider. This amount is calculated from information provided on Forms 466 or 466-A and supporting documentation. It may be different from the amounts submitted by the HCP because of an adjustment determined to be appropriate under program rules.
- **Monthly Recurring Support Amount:** The eligible monthly recurring support that the HCP should receive on bills from the service provider on a monthly basis during Funding Year 2010. This amount is calculated from the information provided by the HCP on Form 466 or 466-A and supporting documentation. It may be different than the amounts submitted by the HCP because of an adjustment determined to be appropriate under program rules.
- **Estimated Total Support Amount:** The Monthly Recurring Support Amount multiplied by the Estimated Months of Support, plus the Non-Recurring Support Amount. The actual total support amount may differ from the amount shown above, depending upon when service actually started, as reported to RHC on Form 467.
- **Funding Request Number:** The number assigned by the RHC used to report to applicants and service providers the status of individual discount funding requests submitted on a Form 466/466A.

Appeals

The RHC recognizes that you may disagree with our decision. **If you wish to file an appeal, your appeal must be emailed or postmarked within 60 days of the date of this letter.** Detailed instructions on filing an appeal may be found at: <http://www.usac.org/rhc/about/filing-appeals.aspx>.

Funding Years

The Funding Year application-filing window will always open well before the beginning of the funding year on July 1. Check the RHC website for dates and details. The FCC requires applicants to re-file each funding year to participate in the RHC program, and applicants must complete and have a Form 465 posted on the RHC website for 28 days before they may select a service provider and become eligible to receive support.

Questions

If you have any questions or need help, you may call the RHC Help Desk at 1-800-229-5476, Monday through Friday, 8am - 8pm, Eastern Time. Be sure to have your HCP Number available.

Sincerely,

RHC - USAC

cc: Alascom, Inc. - DBA AT&T Alascom, Providence Seward Medical Center



30 Lanidex Plaza West
P.O. Box 685
Parsippany, NJ 07054-0685

Rural Health Care Division
www.rhc.universalservice.org
Phone: 1-800-229-5476

September 08, 2011

Maryann Freepartner
Providence Seward Medical Center
P.O. Box 365,
Seward, AK 99664

Re: Funding Commitment for Funding Year 2010, Packet ID# 102862

Dear Maryann Freepartner:

The Rural Health Care division (RHC) of the Universal Service Administrative Company (USAC) has completed a review of your FCC Form 466 or 466-A requesting for support for telecommunications or Internet services.

Based on the information provided on your application(s), the RHC has determined that the rural HCP may receive the one time (non-recurring) and monthly recurring support amounts shown below for Funding Year 2010 (7/1/10 to 6/30/11). The estimated total support amount the RHC has reserved for your request is listed below.

Service: T1 or DS1 - 1544 Kbps
Billing Account Number: 8002-765-6315

Type of Service Agreement	Eligible Support Start Date	Support End Date	Estimated Months of Support	Non-Recurring Support Amount	Monthly Recurring Support Amount	Estimated Total Support Amount	Funding Request Number
Contract	07/01/2010	06/30/2011	12	\$0.00	\$2,332.42	\$27,989.04	55324

We have sent this letter to both the rural Health Care Provider (HCP) mailing address above and the rural HCP physical location below (if these addresses are different).

HCP Number: 10382
HCP Contact Name: Maryann Freepartner
HCP Name: Providence Seward Medical Center
HCP Address: 417 1st Ave.
Seward, AK 99664

In addition, a copy of this letter has been sent to your service provider listed below.

Service Provider Name: Alascom, Inc. - DBA AT&T Alascom
Service Provider Identification Number (SPIN): 143005617

EXHIBIT 12
Page 4 of 6

Next Steps

It is important to save this letter. The next step in this process is to complete and submit an FCC Form 467. An electronic certification option is available through the RHC website, allowing you to submit the Form 467 online. See the "E-certification" section of the website for details. This will confirm your receipt of the services for which support has been approved, and the date on which the service provider began providing those services (if this funding commitment letter is for zero support, you need not complete a Form 467). You will need the Funding Request Number (FRN) in the table above to complete Form 467. Your completed Form 467 allows RHC to begin processing invoices from the service provider for your support. You should contact each service provider yourself to make any necessary arrangements regarding billing of supported services and any other administrative details relevant to your participation in this universal service program.

When filling out Form 467, take special care when completing Block 5, Item 12, which requires the Billing Account Number (BAN) of the organization eligible to receive the "universal service support credit." The BAN is an account code used by service providers to track charges and credits for customers and is listed on the bill for the supported service. The RHC recommends that HCPs verify the BAN with their service provider.

The Billing Account Number in Item 12 must belong to the entity that is actually billed for the supported service. If the service used by the rural HCP is billed to another organization, such as the "parent" entity in a telemedicine consortium or network, verify the BAN with that organization. FCC rules specifically state that the benefits of this program are only available to eligible rural HCPs. Therefore, although the service may be billed to another organization, the benefits of the support must clearly flow to the eligible rural HCP.

The Form 467 should be signed by the HCP employee responsible for procuring or maintaining the requested services for the HCP. The signer of Form 467 is certifying that the eligible HCP has or will receive the benefit of the universal service support.

The BAN, certifications, and all other information provided on FCC Forms 465, 466, 466A, and 467 may be subject to audit by the RHC and the FCC. The RHC must be immediately notified if the supported services are not being conveyed to the eligible HCP, or the eligible HCP is not otherwise receiving the benefit of this federal universal service support. HCPs that are approved for support are reminded that it, and any entity that filed an application on its behalf, continue to be subject to audits and other reviews that the RHC and/or the FCC may undertake to ensure that the universal service support is being used in compliance with FCC program rules. If the RHC discovers that supported services are not being used in compliance with program rules, applicants will be subject to enforcement activities and other means of recourse by the RHC and other appropriate federal, state, and local authorities.

To help you understand the information provided in this letter, the following definitions are provided:

- **Service:** The type of service ordered from the service provider as shown on Form 466 or 466-A.
- **Type of Service Agreement:** This reflects RHC's determination of whether the applicant is eligible for support based on a contract or a month-to-month service. For contract service, RHC must have reviewed the relevant document(s) and determined that they meet RHC contract criteria (written document signed by both parties with a valid contract award date and sufficient terms of service). Agreements that do not meet the standards for treatment as contracts are treated as month-to-month service, or if an HCP is eligible for month to month service support prior to the contract award date, it is treated as month-to-month service. In some circumstances, service under a pre-existing contract may be supportable before the 29th day that Form 465 was posted on the RHC website, but month-to-month service is never eligible for such pre-posting support. Questions about contract/month-to-month determination may be directed to the RHC Customer Service Support Center at 1-800-229-5476.
- **Eligible Support Start Date:** The first possible date on which the RHC will provide support for the requested service. Note: If the actual start date on Form 467 is different from the date on Form 466 or Form 466-A, the eligible start date will either be the date shown on Form 467 or the 29th day after Form 465 was posted on the RHC website, depending on which is later and the type of service agreement.

- **Support End Date:** The end date of Funding Year 2010 is June 30, 2011. This is also the last day support may be given to eligible rural HCPs for Funding Year 2010 of the program.
- **Estimated Months of Support:** The number of full and partial months, calculated from the Eligible Support Start Date to the Support End Date based upon information provided on Forms 466 or 466-A and supporting documentation.
- **Non-Recurring Support Amount:** The eligible one-time charges associated with the services ordered from the service provider. This amount is calculated from information provided on Forms 466 or 466-A and supporting documentation. It may be different from the amounts submitted by the HCP because of an adjustment determined to be appropriate under program rules.
- **Monthly Recurring Support Amount:** The eligible monthly recurring support that the HCP should receive on bills from the service provider on a monthly basis during Funding Year 2010. This amount is calculated from the information provided by the HCP on Form 466 or 466-A and supporting documentation. It may be different than the amounts submitted by the HCP because of an adjustment determined to be appropriate under program rules.
- **Estimated Total Support Amount:** The Monthly Recurring Support Amount multiplied by the Estimated Months of Support, plus the Non-Recurring Support Amount. The actual total support amount may differ from the amount shown above, depending upon when service actually started, as reported to RHC on Form 467.
- **Funding Request Number:** The number assigned by the RHC used to report to applicants and service providers the status of individual discount funding requests submitted on a Form 466/466A.

Appeals

The RHC recognizes that you may disagree with our decision. **If you wish to file an appeal, your appeal must be emailed or postmarked within 60 days of the date of this letter.** Detailed instructions on filing an appeal may be found at: <http://www.usac.org/rhc/about/filing-appeals.aspx>.

Funding Years

The Funding Year application-filing window will always open well before the beginning of the funding year on July 1. Check the RHC website for dates and details. The FCC requires applicants to re-file each funding year to participate in the RHC program, and applicants must complete and have a Form 465 posted on the RHC website for 28 days before they may select a service provider and become eligible to receive support.

Questions

If you have any questions or need help, you may call the RHC Help Desk at 1-800-229-5476, Monday through Friday, 8am - 8pm, Eastern Time. Be sure to have your HCP Number available.

Sincerely,

RHC - USAC

cc: Alascom, Inc. - DBA AT&T Alascom, Providence Seward Medical Center

EXHIBIT 12
Page 6 of 6

Ex. 13

GRUENSTEIN & HICKEY

DAN HICKEY (ghlaw3@gsi.net)

ATTORNEYS

TEL (907) 258-4338

OF COUNSEL

RESOLUTION PLAZA

FAX (907) 258-4350

PETER GRUENSTEIN (ghlaw@gsi.net)

1029 W. 3RD AVENUE, SUITE 510

BRIAN DUFFY (brianduffyattorney@gmail.com)

ANCHORAGE, ALASKA 99501

September 23, 2011

Via Federal Express

Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743
(PHONE NO.: 888-225-5322)

Re: *In the Matter of Request for Review by Providence Seward Medical and Care Center (also referred to in USAC's letter of July 27, 2011, as Providence Seward Mountain Haven) of Decision of Universal Services Administrator*
Docket No. 02-60
HCP No. 10382
Packet Nos. 91429 and 92084
Our File No. 3085.01

Dear Sir/Madam:

This office represents Providence Seward Medical and Care Center in connection with this request for a further review/appeal of USAC's Administrator's Decision on Rural Health Care Program Appeal dated July 27, 2011, a copy of which is attached as Ex. 10. This request is made pursuant to 47 CFR §719(c). We are enclosing a copy of this submission as a courtesy copy or in the event that two copies are required.

FACTS

Providence Seward Medical and Care Center (PSMCC) is a rural health care provider in Seward, Alaska. Seward has a population of approximately 3,000 and is located in the southcentral region of Alaska, at the head of Resurrection Bay on the eastern shore of the Kenai Peninsula, a rugged largely wilderness area, with a significant mountain range running the length of the peninsula close to the eastern shore. See Ex. 2 – map of Alaska. Access to Seward is limited to small airplane, helicopter, boat, train, and by vehicle via one road that stretches 126 miles north to Anchorage, Alaska's largest city.

EXHIBIT 13
Page 1 of 8

PSMCC consists of a six-bed acute care facility and a 43-bed long term care facility. Its services include emergency, inpatient hospital care, laboratory, radiology, rehabilitation, respiratory therapy, family care clinic, home health care, and long term care.

The facility is owned by the city of Seward, and managed by Providence Health & Services. Providence Health and Services (PHS) is a not-for-profit network of hospitals, care centers, health plans, physicians, clinics, home health services, affiliated services and educational facilities that span five states, including Alaska. One of the PHS facilities is the Providence Alaska Medical Center (PAMC), which is located in Anchorage and is Alaska's largest hospital. As a PHS managed facility, PSMCC has access to many of PAMC's services, including the services of radiologists and pathologists who interpret the imaging and lab services that are provided at PSMCC, and the Electronic Medical Record (EMR) data center.

All of PSMCC telecommunication circuits (T-1) circuits connect back to PAMC and are used primarily for transmitting digital imaging (PACS, CT, X-ray), biomedical resources (drug libraries, instruction or information on pumps, etc.), facility operations, and Electronic Medical Records (EMR).

The use of and tie-in to PAMC's EMR plays an important role in the delivery of health care in the small rural community of Seward. It provides a single repository for all patient information and can be accessed across the continuum of care (e.g., PAMC, and physician offices). For the vast majority of heart attack, stroke, and traumatic injury patients on the eastern side of the Kenai Peninsula, PSMCC is the only place where they are stabilized and given initial treatment before being transferred to a tertiary care center, which is often PAMC. Electronic medical records facilitate the emergency room treatment and transfer of these patients and contribute to high quality emergency and trauma care equivalent to that available in Anchorage, Alaska's largest urban center.

For many years, PSMCC relied on two T-1 land circuits supplied by carrier GCI that traveled from Seward to Anchorage through the Chugach Mountain Range. These circuits traverse through several mountain passes that are subject to avalanches, high wind, and other adverse climatic conditions that have subjected the circuits to outages during winter months, which in Alaska are particularly lengthy and which have impacted patient care and safety at PSMCC. In addition, the single roadway connection between Seward and Anchorage is subject to being periodically closed for between several hours and several days several different times each winter due to avalanches that block the roadway.

This reality combined with stretches in the winter when small plane travel in and out of Seward becomes impossible as a result of prolonged adverse weather conditions results in periodic instances when seriously injured or seriously ill patients cannot be medivaced to Anchorage necessitating periodic interim intensive care at PSMCC, during which absolutely reliable communications can make the difference between life and death.

Over the past three years, PSMCC's reliance on PAMC and its staff of advanced practitioners for the operation of its clinic, emergency department, and radiology and lab services has grown significantly. This growth, along with implementation of the EMR database has increased the need for uninterrupted connectivity with PAMC.

In the spring of 2009, PSMCC explored available telecommunication options that could provide PSMCC's circuits with increased bandwidth, redundancy and diversity to maintain PSMCC's operations without interruption in connectivity. It was determined that the only option¹ available that could provide geographic and carrier diversity and redundancy was a submarine fiber optic circuit, already then in existence, that traverses from Seward to Kodiak Island and from Kodiak Island to Anchorage. See Ex. 3 – map of all cable circuitry in Alaska. AT&T submitted a proposal to provide PSMCC with two T-1 private line submarine fiber optic circuits at a custom fiber rate that was not a mileage based rate.

On July 31, 2009, PSMCC finance officer, Maryann Freepartner, submitted a Form 465 to USAC for the two additional T-lines to transmit data and medical images, including X-rays and CT-scans, view dictation and lab results, and to access EMR. The Form 465 was successfully posted to USAC's website. No competitive bids were subsequently received in response to the posting.

On August 28, 2009, PHS entered into an agreement with AT&T to provide PSMCC with two private line circuits at a custom fiber rate with a total monthly recurring charge of \$9,005.20 per line. See Ex. 4 – Pricing Schedule.

On November 3, 2009, the two T-1 circuits were installed.

Following installation of the circuits PSMCC Finance Officer Maryann Freepartner worked with AT&T in gathering the information necessary to submit Form 466s for the T-1 circuits.

¹ Satellite service is not a viable option due to its high latency rate.

On February 22, 2010, Ms. Freepartner submitted the Form 466s for the two T-1 lines. Ex. 5. Since the pricing for the T-1 circuits was not distance-based, funding was requested using the Comprehensive Rate Comparison method.

Following submission of the Form 466s, various email requests for additional information were received from USAC Reviewer Hazel Diaz. Ms. Freepartner, being new to her position as Finance Officer of PSMCC, worked with AT&T Representative Amy Merchant in obtaining the requested information which she in turn provided to USAC Reviewer Ms. Diaz.

Through a letter dated September 30, 2010, two hundred and twenty-five days after submission of the Form 466s, Ms. Freepartner received Funding Commitment Letters for the two circuits. These letters reflected funding amounts for the circuits at rates considerably reduced from what Ms. Freepartner had requested and anticipated based on the actual cost per line per month. See Ex. 6 - Funding Commitment Letters.

On October 12, 2010, in response to a request from Ms. Freepartner for an explanation of funding computation, Ms. Diaz sent an email to Ms. Freepartner explaining that funding was reduced based on information received from AT&T representative Andy Rabung² in response to a request from Ms. Diaz regarding mileage charges associated with the PHS contract. See Ex. 7 - 10/13/10 6:58 a.m. email from H. Diaz to Maryann Freepartner. In her email, Ms. Diaz explained that the rural rate was adjusted based on information obtained from Mr. Rabung that reflected total billed miles for the circuits at 475 miles, that the cost per mile for the circuits was \$17.62 per mile, and that USAC could only cover funding up to the Maximum Allowable Distance of 85 miles, which reduced the funding by \$6,871.80 per line (charges over the MAD).

On October 14, 2010, Ms. Freepartner provided Ms. Diaz with a letter from AT&T which stated that the circuit costs for the PSMCC circuits were not mileage based, but were calculated based on the contract.

On October 15, 2010, Ms. Diaz informed Ms. Freepartner that if she did not agree with the information provided in the funding commitment letters, she could follow up with a formal appeal.

² Mr. Rabung had been recently assigned to cover the PSMCC account in the absence of Amy Merchant, the AT&T representative who had been working on the account from its inception.

On October 26, 2010, Ms. Freepartner submitted her letter of appeal to USAC's RHCD.

On June 13, 2011, after many, many requests for status updates and being informed that PSMCC's appeal was "under review" and a call to USAC's complaint line, Ms. Freepartner was able to speak with USAC Rural Health Care Program Manager Carol McCornac who informed Ms. Freepartner that USAC's reduction in funding based on miles exceeding the Maximum Allowable Distance had been correctly applied. Ms. McCornac informed Ms. Freepartner that PSMCC could continue to pursue the appeal, which would result in a formal Administrators Decision, or request its withdrawal. Ms. Freepartner subsequently requested a formal Administrator's Decision.

On July 1, 2011, in response to a request from Ms. McCornac, Ms. Freepartner sent Ms. McCornac an explanation of the basis for the need for the Anchorage-Kodiak-Seward route in lieu of an Anchorage-Seward route. See Ex. 9 - 7/1/11 11:07 a.m. email from Maryann Freepartner to Carol McCornac.

On July 27, 2011, two hundred seventy-four days after PSMCC filed its appeal, USAC issued its Administrator's Decision on Rural Health Care Program Appeal. Ex. 10. In its decision, USAC denied PSMCC's appeal based on the Maximum Allowable Distance limitation.

QUESTION PRESENTED FOR REVIEW: DID USAC CORRECTLY
CALCULATE THE AMOUNT OF SUPPORT FOR PSMCC'S T-1 CIRCUITS?

I. USAC incorrectly applied a mileage-based charge

In its decision, USAC relies on vague communications between USAC's Ms. Diaz and AT&T's Andy Rabung converting the rate charge and the mileage involved into a cost per mile, which USAC in turn erroneously relies on in denying most of PSMCC's funding request. Mr. Rabung was not involved in the negotiations with PHS for the purchase of the T-1 lines, and at the time USAC sent AT&T the email requesting a breakdown of "billed circuit miles, monthly mileage based charges, and cost per mile" had only recently been assigned to cover the PSMCC account in the absence of AT&T Representative Amy Merchant, who was the person directly involved for AT&T in negotiations for the purchase of the T-1 lines service, their installation, and billing, and who had worked with Ms. Freepartner in filing the Form 466s. The information provided by Mr. Rabung was incorrect. The charge for the circuits was not a mileage-

based charge. In spite of being apprised of this fact, USAC made its funding determination based on a fictitious mileage-based charge.

II. PSMCC is entitled to advanced telecommunication services at rates that are reasonably comparable to rates charged for similar services in urban areas.

The Universal Service program is administered under authority of 47 USC §254. 47 USC §254(b)(6) provides that the Joint Board and the Commission shall base policies for the preservation and advancement of universal service on the following principles:

(1) Quality and rates

Quality services should be available at just, reasonable, and affordable rates.

(2) Access to advanced services

Access to advanced telecommunications and information services should be provided in all regions of the Nation.

(3) Access in rural and high cost areas

Consumers in all regions of the Nation, including low-income and those in rural, insular and high cost areas, should have access to telecommunications and information services, including interexchange and advanced telecommunications and information services, that are reasonably comparable to those services provided in urban areas and that are available at rates that are reasonably comparable to rates charged for similar services in urban areas.

....

(6) Access to advanced telecommunications services for schools, health care, and libraries

... health care providers ... should have access to advanced telecommunication services as described in subsection (h) of this section.

(7) Additional principles

Such other principles as the Joint Board and the Commission determine are necessary and appropriate for the protection of the public interest, convenience, and necessity and are consistent with this chapter.

47 USC §254(h)(1)(A) provides:

A telecommunications carrier shall, upon receiving a bona fide request, provide telecommunications services which are necessary for the provision of health care services in a State ... to any public or nonprofit health care provider that serves persons who reside in rural areas in that State at rates that are reasonably comparable to rates charged for similar services in urban areas in that State (emphasis added).

III. The Maximum Allowable Distance limitation should not be applied as it results in a rate that is not reasonably comparable.

The purpose of the universal service program is to afford rural health care providers the opportunity to access telecommunications and information services that are "reasonably comparable to those services provided in urban areas and that are available at rates that are reasonably comparable to rates charged for similar services in urban areas." 47 USC §254(b)(3).

Given PSMCC's unique circumstances – its remote location, the mountainous terrain and adverse climatic conditions that impact the functionality of terrestrial wirelines that service Seward, and the fact that the only alternative form of wireline service that could provide the needed bandwidth, diversity and redundancy is a submarine fiber optic cable that, of necessity, runs a course of 475 miles - applying the maximum allowable distance limitation under 47 CFR §54.613 is inconsistent with the purpose and legislative intent of the Universal Service mechanism. Without a recalculation based on PSMCC's original submission, it will be forced to discontinue the AT&T service, and again subject the quality of health care provided in Seward to the inconsistent level of services afforded by strictly terrestrial based communication lines.

REQUEST FOR RELIEF

Funding should be calculated based on a comprehensive rate comparison method which would result in PSMCC paying a rate that an urban health care provider would pay for similar services. That calculation for the period ending June 30, 2010, is attached as Ex. 1.

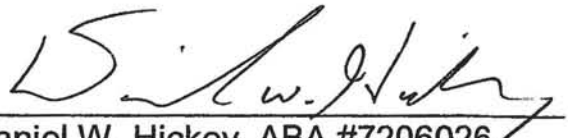
Appellant provider PSMCC requests a hearing on this request for review/appeal and reserves the right to submit supplemental material in support of its appeal as appropriate. To the extent that it raises novel questions of fact, law or policy, a hearing is requested before the full Commission.

DATED this 23 day of September, 2011, at Anchorage, Alaska.

GRUENSTEIN & HICKEY

Attorneys for Providence Health & Services – Alaska

By:

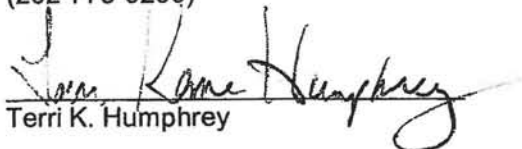

Daniel W. Hickey, ABA #7206026

cc: Susan Humphrey-Barnett
Area Operations Administrator
Providence Health & Services – Alaska

Certificate of Service

I HEREBY CERTIFY that a true and correct
copy of the foregoing was served by
Federal Express this 24th day of September, 2011,
on:

Rural Health Care Division
Universal Service Administrative Company
2000 L Street, NW, Suite 200
Washington, D.C. 20036
(202-776-0200)


Terri K. Humphrey

Ex. 14



October 28, 2011

Letter of Appeal
Rural Health Care Division
Universal Service Administrative Company
2000 L Street, NW, Suite 200
Washington, DC 20036

Request for Reconsideration/Appeal for HCP 10382
Packets 102861 and 102862 – Funding Year 2010

We are appealing the calculated funding on these two packets. As in the prior year, we believe the funding calculations for both of these packets are incorrect. USAC has erroneously reduced the applicable rural rate incorrectly as the circuits are not mileage based. Our Funding Request on Form 466 is specific in that we filed based on Block 6: Comprehensive Rate Request rather than Block 5: Mileage-Based Charge Request.

The USAC reviewer incorrectly "discounted" our circuit cost from \$9005.20 to \$2133.40 based on a reduction in covered miles. This reduction is incorrect and needs to be revised. I believe we should receive additional funding of \$103,301.76 per circuit as per my calculations attached.

Please find attached the calculations, bill from AT&T and supplementary information which has been provided in the previous year but is enclosed here for your convenience. Please let us know if you need any further documentation.

We expect a response within 90 days as stated within your guidelines.

Thank you for your consideration.

A handwritten signature in cursive script, appearing to read "Maryann Freepartner".

Contact Information:
Maryann Freepartner, Finance Manager
maryann.freepartner@providence.org
907-224-2980 Alaska Time Zone
Fax 907-224-5250
PO Box 365 Seward AK 99664

SUPPLEMENTAL INFORMATION

DISCUSSION OF NEED FOR TELECOMMUNICATIONS

Location: Providence Seward Medical and Care Center (PSMCC) is a rural health care provider in Seward, Alaska. Seward has a population of approximately 3,000 and is located in the Southcentral Region of Alaska, at the head of Resurrection Bay on the eastern shore of the Kenai Peninsula, a rugged wilderness area with a significant mountain range running the length of the peninsula close to the eastern shore. Access to Seward by vehicle is limited to one road stretching 126 miles to Anchorage, Alaska. Other access is by small airplane, helicopter, boat and seasonal train. The weather in Seward, Alaska consists of many days of rain, snow, ice and high winds which make access difficult. Road construction, particularly bridge construction, and avalanches have closed the road periodically. Seward has also experienced many earthquakes and some seasonal flooding.

PSMCC consists of a six-bed Critical Access Hospital including Provider-based clinic and 24-7 Emergency Room and also a 40-bed long-term care facility. Services include emergency services, limited inpatient hospital care, laboratory, radiology, rehabilitation therapy, family care clinic and long-term care.

PSMCC is owned by the City of Seward and managed by Providence Health & Services. Through the alliance with Providence, PSMCC works closely with Providence Alaska Medical Center, the largest hospital in Alaska. Through this alliance PSMCC can provide expanded services through the use of telemedicine, electronic medical records and access to specialists across the full spectrum of care. For the vast majority of heart attack, stroke, and traumatic injury patients on the eastern side of the Kenai Peninsula, PSMCC is the only place where they are stabilized and given initial treatment before being transferred to a tertiary care center, which is often Providence Alaska Medical Center. Electronic medical records facilitate the emergency room treatment and transfer of these patients and contribute to high quality emergency and trauma care.

For many years, PSMCC relied on two T-1 land circuits supplied by GCI that traveled from Seward to Anchorage through the Chugach Mountain Range and which followed the road 126 miles rather than the distance through space of 85 miles. These circuits traverse several mountain passes and are subject to adverse climatic conditions as noted above. These circuits have suffered from outages, particularly during winter months, which have resulted in negative impacts on patient care and safety at PSMCC. The climatic conditions have also resulted in extended stays at PSMCC due to the inability of helicopter access to transport critical patients. These communications literally make the difference between life and death to these patients.

The need for uninterrupted connectivity led in 2009 to the exploration of alternatives to the two land-based T-1 lines. At that point the only feasible addition that would provide diversity in both the route of the connection and the carrier providing the service was a submarine fiber circuit which existed between Seward and Anchorage, the route of which ran through Kodiak, Alaska. AT&T submitted a proposal for two additional T-1 lines at a custom rate based on private line rates in effect. This was not a mileage based rate as assumed by USAC based on the number of miles noted in the contract which was not used in calculation of the rate.

DISCUSSION OF REQUESTS FOR SUPPORT

We believe that we followed all USAC guidelines in putting out a request for bids through Form 465, reviewing the one proposal that satisfied our needs for redundancy and diversity of both carrier and route, and selected the contract proposed by AT&T. Our Request for Support on Form 466 was not based on mileage as the calculation of charges by AT&T was not based on mileage. We filed a comprehensive rate request and not a mileage based rate request. We believe that our funding should be calculated based on a comprehensive rate comparison method.

PROVIDENCE SEWARD MEDICAL AND CARE CENTER
HCP 10382
USAC APPEAL YEAR 2010 PACKETS 102861 AND 102862

<u>FUNDING REQUESTED:</u>	<u>Packet 102861</u>	<u>Packet 102862</u>	<u>Total</u>
Circuit cost per month	9,005.20	9,005.20	
Federal reg fees	1,747.90 *	1,747.90 *	
Taxes	<u>386.10 *</u>	<u>386.10 *</u>	
Total Rural Rate	11,139.20	11,139.20	
Urban rate	<u>198.30</u>	<u>198.30</u>	
Monthly funding request	<u>10,940.90</u>	<u>10,940.90</u>	
Total months 12	131,290.80	131,290.80	
Non-recurring request	<u>-</u>	<u>-</u>	
	<u>131,290.80</u>	<u>131,290.80</u>	<u>262,581.60</u>
<u>Funding commitment received:</u>			
Circuit cost per month	9,005.20	9,005.20	
"Discount" applied in error	<u>(6,871.80)</u>	<u>(6,871.80)</u>	
	2,133.40	2,133.40	
Taxes	<u>407.17</u>	<u>407.17</u>	
Discounted rural rate	<u>2,540.57</u>	<u>2,540.57</u>	
Urban rate including tax	<u>208.15</u>	<u>208.15</u>	
Monthly support	2,332.42	2,332.42	
Total months 12	27,989.04	27,989.04	
Non-recurring request	<u>-</u>	<u>-</u>	
Funding per commitment	<u>27,989.04</u>	<u>27,989.04</u>	<u>55,978.08</u>
Additional funding requested	<u>103,301.76</u>	<u>103,301.76</u>	<u>206,603.52</u>

*Based on representative monthly bill 2/1/11 attached. See calculation page 5 of bill.

AT&T MONTHLY BILL
DATED 2/1/11



at&t Alascom

Interstate Dedicated Private Line Service

ALASCOM, INC. D/B/A AT&T ALASCOM
210 EAST BLUFF DRIVE
ANCHORAGE, ALASKA 99501-1100

MONTHLY INVOICE

PROVIDENCE SEWARD HOSPITAL
PO BOX 365
SEWARD AK 99664

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946235193 ORIGINAL

Invoice Date: 02-01-11
For billing inquiries: 1-800-764-8592
To place an order: 1-907-264-7142
For repair service: 1-800-252-7521

Regulatory Commission of Alaska - 1-800-390-2782

New Charges	Monthly Charges 02-01 through 02-28:	\$ 18,010.40	
	Prorated Charges/Credits:	\$ 0.00	
	One-Time Charges/Credits:	\$ 3,985.88	
	Total Charges:		\$ 21,996.08
	Federal Excise Tax:	\$ 0.00	
	State/Local Taxes and Surcharges:	\$ 282.32	
	Total Taxes and Surcharges on Charges:		\$ 282.32
Total Charges, Taxes, and Surcharges:			\$ 22,278.40

Balance Brought Forward	Balance as of Last Monthly Invoice:	\$283,338.49	
	Payments Received:	\$ 396.60 ^{CR}	
	Other Charges and Adjustments:	\$ 0.00	
Balance Brought Forward:			\$282,941.89

Remittance Amount	Total Payable Upon Receipt:	\$305,220.29
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To ensure proper credit, please detach this portion and return with remittance.

Remittance Document
Interstate Dedicated Private Line Service

PROVIDENCE SEWARD HOSPITAL
PO BOX 365
SEWARD AK 99664

Address Correction: Please remit payments to:

ALASCOM, INC. d/b/a AT&T ALASKA
P.O. BOX 5019
CAROL STREAM, IL 60197-5019



at&t Alascom

Account Number: 8002-765-6315
Invoice Number: 8946235193
Inquiry Center: USK00211
Telephone Number: 1-800-764-8592

Invoice Date: 02-01-11

Amount Due: **\$305,220.29**

Amount Enclosed:

80027656315894623519300048600003052202900022278408

EXHIBIT 14
Page 5 of 16



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Interstate Dedicated Private Line Service

Customer Message

Page Number

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946235193 ORIGINAL
Invoice Date: 02-01-11

JUST FOR YOUR BUSINESS

AT&T will charge a \$25 fee for any check returned for insufficient funds, applied to your next invoice. AT&T values your business and thanks you for your cooperation in this matter.

From time to time, AT&T may change the names of services, Service Capabilities, or Service Components, or other terminology. The old terminology may remain in use for some time after such changes (such as in contract documents and billing records). For example, your customer bill and other customer documents may refer to Private Line Service (PLS) as Accunet, and may refer to DS0 service as Accunet Spectrum of Digital Services (ASDS) or Single Channel Service. Should you have any questions about the service name appearing on your bill, please refer to the 'Table of Changed Terminology' located in the AT&T Service Guides and applicable state tariffs.

REGULATORY NEWS

Your telecommunications services are provided by one or more of the following AT&T Corp. subsidiaries based on the type of service provided, and the location at which it is provided: AT&T Communications of (State), and or TCG (State). To view service publications go to att.com/servicepublications and click on the Service Guide and or Tariff.

Bill Period is the monthly period that the customer's bill processing started and ended. The Usage is usually billed within the current Bill Period and Monthly Recurring Charges (MRCs) are billed one month in advance.

For example:

Invoice date April 1, Usage/Bill Period March 1 through March 31, MRCs April 1 through April 30
Invoice date April 11, Usage/Bill Period March 11 through April 10, MRCs April 11 through May 10
Invoice date April 19, Usage/Bill Period March 19 through April 18, MRCs April 19 through May 18.

Attention Valued AT&T Customers

If your invoice includes any back-billed charges, you have the right to pay these charges in full with your regular bill, or to call AT&T to make reasonable payment arrangements. You may choose to pay the back-billed amount in monthly installments equal to the number of back-billed months. Please take note that you must pay the full amount of your phone bill each month, including installments to repay back billed - charges, in order to avoid possible disconnection and other charges and penalties. If you are interested in using this payment method for any back-billed amount, please call AT&T on the toll-free number located on your bill.

If your business makes outbound telephone solicitations, you must comply with federal do-no-call laws and regulations (47 C.F.R.64.1200, and 16 C.F.R.310) and any applicable state laws.

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Interstate Dedicated Private Line Service

Customer Message

Page Number:

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
 Account Number: 8002-765-6316
 Invoice Number: 8946235193 ORIGINAL
 Invoice Date: 02-01-11

REGULATORY NEWS

(continued)

Federal regulation requires AT&T to inform our valued customers that basic local services will not be disconnected for the non-payment of your non-regulated service charges. To avoid collection activity, please remember to pay all charges by the due date.

In addition, you may experience disconnection of your basic local service if payment is not received for the Long Distance portion of your bill except in the states: Alabama, Arizona, Colorado, Hawaii, Idaho, Indiana, Iowa, Maryland, Michigan, Minnesota, Missouri, New Mexico, New York, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, Utah, Vermont, Virginia, Washington and the District of Columbia.

AT&T Calling Card is a US-based telecommunications service provided by AT&T Corp. Worldwide access is provided on a bilateral basis in cooperation with AT&T's correspondent carriers in non-US jurisdictions, and in accordance with the Regulations of the International Telecommunications Union, as applicable.

DO NOT CALL

If your business makes outbound telephone solicitations, you must comply with federal do-not-call laws and regulations (47 C.F.R. 64.1200 and 16 C.F.R. 310) and any applicable state laws.

*****Important News About Your Account*****

You are requested to provide in writing to AT&T, within six months of the date of this bill, any dispute with respect to the charges on this bill, unless a different notification period applies under your contract, State Tariff and/or Service Guide.

You can reach AT&T either by using the toll free number on your bill, or in writing at the address listed at the top of the first page of your invoice.

http://serviceguide.att.com/servicelibrary/business/ext/state_tariff_buss.cfm

If you receive service pursuant to a signed contract or other term agreement with AT&T and it is currently in effect, its terms will govern the provision of your AT&T service.

AT&T's standard contract for detariffed services not covered by a signed contract or term agreement, including expired contracts or term plans that are not renewed, can be found at: att.com/agreement. Important limits of liability apply, including: AT&T is not liable for indirect or consequential damages (such as your lost profits or other economic loss), and direct damages during any 12 months cannot exceed one month of your payments for affected service(s).

Additional terms, conditions, charges and price change information for all detariffed business services can be viewed at <http://www.att.com/serviceguide/business>. If you do not have access to the Internet, please contact your AT&T Sales Representative or Customer Care Center for information.

End of Messages

Thank you for choosing AT&T, we appreciate your business

EXHIBIT 14
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Interstate Dedicated Private Line Service

Payments, Other Charges and Adjustmen

Page Number:

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-785-6315
Invoice Number: 8946235193 ORIGINAL
Invoice Date: 02-01-11

Payment Date	Payment Description	Payment Method	Amount
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Payments

12-30-10	PAYMENT RECEIVED	0000761247	\$396.60
Total Payments Applied:			\$396.60





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Interstate Dedicated Private Line Service

SUMMARY OF INVOICE CHARGES

Page Number:

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
 Account Number: 8002-765-6315
 Invoice Number: 8946235193 ORIGINAL
 Invoice Date: 02-01-11
 For billing inquiries: 1-800-764-8592

Description	Monthly Charges	Prorated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges	Total
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Circuit Charges

REGULATORY/OTHER CHARGES

ADMINISTRATIVE EXPENSE FEE-DCS #	\$0.00	\$0.00	① \$158.48	\$5.90	\$164.38
FEDERAL REGULATORY FEE-DCS #	\$0.00	\$0.00	② \$385.44	\$14.42	\$399.86
PROPERTY TAX ALLOTMENT-DCS #	\$0.00	\$0.00	④ \$489.88	\$18.36	\$508.24
UNIVERSAL CONNECTIVITY-DCS #	\$0.00	\$0.00	③ \$2,951.88	\$84.60	\$3,036.48

ACCUNET® T1.5 MBPS SERVICE

DHEC 744587 ALS Promotional Savings: Net Charge:	\$9,085.20 \$80.00 _R \$9,005.20	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00		
DHEC 745718 ALS Promotional Savings: Net Charge:	\$9,085.20 \$80.00 _R \$9,005.20	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$79.52	\$9,084.72
Total Circuit Charges:	\$18,010.40	\$0.00	\$3,985.88	⑤ \$282.32	\$22,278.40
Total This Account:	\$21,996.08			\$282.32	\$22,278.40

Description	Total Promotional Savings	Total Discount Plan Savings	Total Interruptions	Total Service Assurance Warranty
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Account Totals Reflect the Following

ACCUNET® T1.5 MBPS SERVICE	\$160.00 _R	\$0.00	\$0.00	\$0.00
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FEES PER CIRCUIT

003

① 158.48 ÷
 ② 385.44 ÷
 ③ 2,951.88 ÷
 3,495.8*

3,495.8 ÷
 2. =
 1,747.9*

TAXES PER CIRCUIT 0.*

002

④ 489.88 ÷
 ⑤ 282.32 ÷
 772.2*

772.2 ÷
 2. =
 386.1*

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**at&t****Alascom**

Interstate Dedicated Private Line Service

ACTIVITY SUMMARY

Page Number:

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
 Account Number: 8002-765-8315
 Invoice Number: 8946235193 ORIGINAL
 Invoice Date: 02-01-11

Description	Monthly Charges	Prorated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges
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Circuit Charges

Monthly, Prorated, and One-Time Charges/Credits for 02-01-11 thru 02-28-11

ADMINISTRATIVE EXPENSE FEE-DCS			\$158.48	\$5.90
FEDERAL REGULATORY FEE-DCS			\$385.44	\$14.42
PROPERTY TAX ALLOTMENT-DCS			\$489.88	\$18.36
UNIVERSAL CONNECTIVITY-DCS			\$2,951.88	\$84.60
Total Circuit Charges:	\$0.00	\$0.00	\$3,985.68	\$123.28
Total This Account:	\$0.00	\$0.00	\$3,985.68	\$123.28
Total Activity Charges, Taxes and Surcharges:	\$4,108.96			



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Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number:

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946235193 ORIGINAL
Invoice Date: 02-01-11

PROVIDENCE SEWARD HOSPITAL

Item No.	Description of Change	Monthly Charges	Prorated Charges	One-Time Charges
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REGULATORY/OTHER CHARGES
ADMINISTRATIVE EXPENSE FEE

Circuit Number: ADMINISTRATIVE EXPENSE FEE-DCS

1	ADMINISTRATIVE EXPENSE FEE-DCS Adjustment			\$158.48
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Total This Activity:

\$0.00

\$158.48

Total This Circuit:

\$0.00

\$158.48

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Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number:

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946235193 ORIGINAL
Invoice Date: 02-01-11

Item No.	Description of Change	Monthly Charges	Prorated Charges	One-Time Charges
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REGULATORY/OTHER CHARGES
FEDERAL REGULATORY FEE

Circuit Number: FEDERAL REGULATORY FEE-DCS

2	FEDERAL REGULATORY FEE-DCS Adjustment			\$385.44
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Total This Activity:

\$0.00

\$385.44

Total This Circuit:

\$0.00

\$385.44





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Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number: 5

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946235193 ORIGINAL
Invoice Date: 02-01-11

Item No.	Description of Change	Monthly Charges	Prorated Charges	One-Time Charges
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REGULATORY/OTHER CHARGES
PROPERTY TAX ALLOTMENT

Circuit Number: PROPERTY TAX ALLOTMENT-DCS

3	PROPERTY TAX ALLOTMENT-DCS Adjustment			\$489.88
Total This Activity:			\$0.00	\$489.88
Total This Circuit:			\$0.00	\$489.88

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Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number:

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946235193 ORIGINAL
Invoice Date: 02-01-11

Item No.	Description of Charge	Monthly Charges	Prorated Charges	One-Time Charges
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REGULATORY/OTHER CHARGES
UNIVERSAL CONNECTIVITY

Circuit Number: UNIVERSAL CONNECTIVITY-DCS

4	UNIVERSAL CONNECTIVITY CHARGE-DCS Adjustment			\$2,951.88
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Total This Activity:	\$0.00	\$2,951.88
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Total This Circuit:	\$0.00	\$2,951.88
---------------------	--------	------------

Total All Circuits:	\$0.00	\$3,885.68
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Total This Account:	\$0.00	\$3,885.68
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**at&t****Alascom**

Interstate Dedicated Private Line Service

TAX REPORT

Page Number: 1

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
Account Number: 8002-765-6315
Invoice Number: 8946235193 ORIGINAL
Invoice Date: 02-01-11

Description	Federal Excise Taxes	State Taxes	County Taxes	Local Taxes	Other Taxes and Surcharges
-------------	----------------------------	----------------	-----------------	----------------	-------------------------------

Circuit Level Taxes

DHEC 744587 ALS ALASKA			\$34.08	\$45.44	
DHEC 745718 ALS ALASKA			\$34.08	\$45.44	
ADMINISTRATIVE EXPENSE FEE-DCS ALASKA			\$2.52	\$3.38	
FEDERAL REGULATORY FEE-DCS ALASKA			\$8.18	\$8.24	
PROPERTY TAX ALLOTMENT-DCS ALASKA			\$7.86	\$10.50	
UNIVERSAL CONNECTIVITY-DCS ALASKA			\$36.24	\$48.36	
Subtotal:	\$0.00	\$0.00	\$120.86	\$161.36	\$0.00
Total This Account:	\$0.00	\$282.32			

EXHIBIT 14
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Interstate Dedicated Private Line Service

BILLING DETAILS REPORT

Page Number: 12 La:

PROVIDENCE SEWARD HOSPITAL

Billing Number: MM SS3327 01 001
 Account Number: 8002-765-6315
 Invoice Number: 8946235193 ORIGINAL
 Invoice Date: 02-01-11

Billing Details - Information Only

PROMOTIONAL DISCOUNT SAVINGS REPORT
 FOR MONTH BEGINNING FEBRUARY 01, 2011

CUSTOMER BILLING NUMBER
 MM SS3327 01 001

CIRCUIT IDENTIFIER	PROMO NUMBER	CKL/TRM OR 10C SECTION NUMBER	USOC	MONTHLY CHARGE	MONTHLY CHARGE DISCOUNT AMOUNT	MONTHLY CHARGE DISCOUNT PERCENT	SERVICE CHARGE	SERVICE CHARGE DISCOUNT AMOUNT	SERVICE CHARGE DISCOUNT PERCENT
DHEC744587	ALS	2000AK01	0002/ A	041AC	\$20.00	\$20.00	100.00%		
DHEC744587	ALS	2000AK01	0001/ A	041AC	\$20.00	\$20.00	100.00%		
DHEC744587	ALS	2000AK01	0002/ A	AHQAD	\$20.00	\$20.00	100.00%		
DHEC744587	ALS	2000AK01	0001/ A	AHQAD	\$20.00	\$20.00	100.00%		
SAVINGS THIS CIRCUIT								\$80.00	
DHEC745718	ALS	2000AK01	0002/ A	041AC	\$20.00	\$20.00	100.00%		
DHEC745718	ALS	2000AK01	0001/ A	041AC	\$20.00	\$20.00	100.00%		
DHEC745718	ALS	2000AK01	0002/ A	AHQAD	\$20.00	\$20.00	100.00%		
DHEC745718	ALS	2000AK01	0001/ A	AHQAD	\$20.00	\$20.00	100.00%		
SAVINGS THIS CIRCUIT								\$80.00	
TOTAL SAVINGS								\$160.00	



Ex. 15

PROVIDENCE SEWARD MEDICAL AND CARE CENTER
HCP 10382
USAC APPEAL YEAR 2010 PACKETS 102861 AND 102862

<u>FUNDING REQUESTED:</u>	<u>Packet 102861</u>	<u>Packet 102862</u>	<u>Total</u>
Circuit cost per month	9,005.20	9,005.20	
Federal reg fees	1,747.90 *	1,747.90 *	
Taxes	<u>386.10 *</u>	<u>386.10 *</u>	
Total Rural Rate	11,139.20	11,139.20	
Urban rate	<u>198.30</u>	<u>198.30</u>	
Monthly funding request	<u>10,940.90</u>	<u>10,940.90</u>	
Total months 12	131,290.80	131,290.80	
Non-recurring request	<u>-</u>	<u>-</u>	
	<u>131,290.80</u>	<u>131,290.80</u>	<u>262,581.60</u>
<u>Funding commitment received:</u>			
Circuit cost per month	9,005.20	9,005.20	
"Discount" applied in error	<u>(6,871.80)</u>	<u>(6,871.80)</u>	
	2,133.40	2,133.40	
Taxes	<u>407.17</u>	<u>407.17</u>	
Discounted rural rate	<u>2,540.57</u>	<u>2,540.57</u>	
Urban rate including tax	<u>208.15</u>	<u>208.15</u>	
Monthly support	2,332.42	2,332.42	
Total months 12	27,989.04	27,989.04	
Non-recurring request	<u>-</u>	<u>-</u>	
Funding per commitment	<u>27,989.04</u>	<u>27,989.04</u>	<u>55,978.08</u>
Additional funding requested	<u>103,301.76</u>	<u>103,301.76</u>	<u>206,603.52</u>

*Based on representative monthly bill 2/1/11 attached. See calculation page 5 of bill.